

EXHIBIT ONE

ACREEMENT

Between

THE DEMEROL MEDICAL CENTER
LABORATORY ASSISTANTS AND
SENIOR LABORATORY ASSISTANTS

And

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CITY TEAMERS, WAREHOUSEMEN AND HELPERS OF
AMERICA LOCAL 283

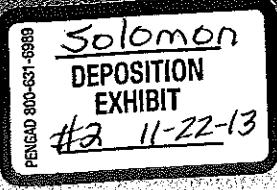


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This Agreement, made and entered into this 1st day of January, 2012 by and between DMC University Laboratories (hereinafter "Employer") covering laboratory assistants and senior laboratory assistants at its locations, party of the first part and hereinafter termed the Employer and CYLINDER GAS, CHEMICAL, PETROLEUM, DISTILLERY, AUTO SERVICE AND ACCESSORY DRIVERS, AUTOMOBILE DRIVERS, DEMONSTRATORS, AUTO SERVICE DEPT. AND INDUSTRIAL EMPLOYEES, MAINTENANCE, MECHANICS, HELPERS AND INSIDE EMPLOYEES LOCAL UNION NO. 283, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 1625 Fort Street, Wyandotte, Michigan; party of the second part and hereinafter termed the Union.

ARTICLE I
RECOGNITION, UNION SHOP, DUES
AND PROBATIONARY EMPLOYEES

Section 1. The Employer agrees not to enter into any Agreement or contract with another labor organization during the life of this Agreement with respect to full-time and part-time laboratory assistants and senior laboratory assistants employed by the Employer working at and out of its facilities; but excluding group leaders, guards and supervisors as defined by the Act and all other employees; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms of provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee or which in any way may be considered a proper subject for collective bargaining. Any such Agreement shall be null and void.

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Section 2. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in Schedule "A".

Section 3. All present employees who are members of the Local Union on the effective date of this Agreement, or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union, and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment after ninety (90) calendar days following the beginning of their employment or after ninety (90) calendar days following the effective date of this section or the date of execution of this Agreement, whichever is the later.

Section 4. Dues Deduction.

The Employer shall deduct the required amount of fees for payment of Union dues, or a service charge, from the pay of each employee from whom it receives a signed authorization to do so. Such dues or service charge are to be deducted from the first pay in each calendar month and remitted to the Secretary Treasurer or designee of the Local Union not later than the third week of the month. The Employer shall furnish a monthly listing of employees for whom the Union has submitted signed authorization for deduction of dues or a service charge.

- a. The employer shall have no responsibility for the collection of initiation fees, membership dues or service charge, special assessments, or any other deduction not in accordance with this provision.
- b. Limit of Employer's Liability:

The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

c. Termination of Check-Off:

An employee shall cease to be subject to check-off dues or a service charge beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

Section 5. Dues Authorization, Credit Union.

- a. The Employer agrees to deduct from the pay of each employee, one time monthly, an amount determined by the Union for dues, any assessments issued and/or initiation fees of Local No. 283 and pay such amount deducted to said Local No. 283 for each and every employee, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union as aforesaid.

- b. The Local Union shall submit each month to the department designated by the Employer, a statement listing its members working for the Employer and itemizing dues and/or initiation fees owed and to be deducted for such month.

The Employer shall deduct and remit to the Local Union prior to the end of the month adding to the list submitted by the

Local Union the names of all bargaining unit employees hired since the last list was submitted and deleting the names of employees who are no longer employed.

- c. The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be remitted to the Local Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.
- d. The Employer agrees to provide payroll deduction for each employee, who so authorizes it in writing, a specified sum each and every payroll period to be deposited to the account of the employee with the Teamsters Credit Union, not less frequently than monthly. The employee may alter or revoke such authorization from time to time and such change or revocation shall be remitted by the Employer at least monthly.

or consolidate with any other hospital or medical hospital group; and to discontinue a part or all of the operations of the Employer if in the sole judgment of the Employer, it is deemed necessary or believed advisable to discontinue operating a part or all of the facility. All of such rights are vested exclusively in the Employer.

Section 2.

The Employer, in addition to the rights set forth in above, shall have the right to promote, assign, transfer, suspend, discipline, discharge, layoff, and recall, to make and establish work rules of conduct and fix and determine penalties for violation of such work rules to maintain discipline and efficiency among employees, and to establish and assign contingent personnel, provided that such rights shall not be exercised by the Employer in contravention of any of the express provisions of this Agreement.

The Employer retains and shall have the sole and exclusive right to administer without limitation, implied or otherwise, all matters not specifically and expressly covered by the provisions of this Article or excepted by the provisions of any other Article of this Agreement.

ARTICLE II MANAGEMENT RIGHTS

Section 1. Right to Manage and Operate.

The Employer retains and shall have the sole right and exclusive right and shall have a free hand to manage and operate the Employer, including all of its operations and activities; to decide the number of employees; to establish Employer policies and procedures; to determine the type and scope of services to be furnished to patients, and the nature of the facilities to be operated; to establish schedules of operation and to determine the methods, procedures, and means of providing services to patients; to elect to open and/or operate other hospital branches and clinics; to merge

The rights set forth in this Section are subject to the grievance procedure and arbitrability for reasonableness.

ARTICLE III TRANSFER OF OWNERSHIP

In the event of a sale, transfer of ownership, or merger, the Employer will notify the Union in writing of the potential sale, transfer of ownership, or merger within 72 hours of completing negotiations with any potential new owners.

ARTICLE V **STEWARDS**

Section 1. Deduction.

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to Drive.

Section 2. Amounts.

Drive shall notify the Employer of the amounts designated by each contributing employee that are to be deducted on a pay period basis for all weeks worked. The phrase "weeks worked" excludes any pay period other than a pay period in which the employee received wages earned.

Section 3. Transmittal.

The Employer shall transmit to Drive National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck.

Section 4. Cost.

The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses including time and materials shown by the Employer, incurred in administering the weekly payroll deduction plan.

Section 1. The Employer recognizes the right of the Union to designate job steward or alternate from the employer's seniority list, it being mutually understood that there shall be only one (1) chief steward, and up eight (8) stewards. Stewards shall have superseniority for layoff, bumping and recall rights.

The authority of the steward so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with his/her Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement.
2. The transmission of such messages and information shall originate with and are authorized by the Local Union or its officers, provided such messages and information,
 - (a) have been reduced to writing, or,
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.

The steward has no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union and not in violation of this Agreement.

Section 2. Bulletin Boards

Employer agrees to four locked Union bulletin boards.

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Section 3. Steward Training

Steward training will be without pay.

Section 4. Request for Steward

DMC shall inform the employee that they may have a Union representative.

Section 5. File Cabinet

The DMC will furnish a locked two (2) drawer file cabinet in the area of the Chief Steward. The company agrees that it will be for the sole use of the Chief Steward and the company will not enter the filing cabinet.

Section 6. Procedure for Stewards Release from Work.

The Employer will, when a steward can be spared from his/her regular job duties grant a necessary and reasonable amount of time off, with pay, during a Steward's working hours, not to exceed three (3) hours during a calendar week, for the investigation and presentation of grievances. The three (3) hour limit will not include time spent by stewards in meetings with managers for issues not involving the presentation and investigation of grievances. Such persons, before leaving their jobs or work stations for grievance meetings, must receive permission from their immediate supervisors, and shall check back in with their supervisors when returning from grievance meetings. One Steward will be paid for all hours spent at the arbitration when required by the Union to be present; these hours will not be included towards their weekly three (3) hour allotment. Hours spent at arbitration will be paid in half day or full-day increments. Stewards will be paid for a ½ day (4 hours) for arbitration hearings that last 4 or fewer hours and will

**ARTICLE VI
GRIEVANCE PROCEDURE**

Section 1. Explanation of Grievance.

A grievance under this Agreement is a dispute, claim, or complaint arising during the term of this Agreement. Grievances are limited to matters of interpretation and application of this Agreement. No grievance shall be recognized or processed based on facts or events that the employee or Union knew or reasonably should have known, which have occurred more than ten (10) calendar days prior to the date of the presentation of the grievance.

Section 2. Information Sharing

The Employer will provide the steward or alternate steward with a copy of disciplinary action taken. The Employer should also copy the business agent, however the failure to do so shall not negate disciplinary action provided to the employee.

If either party requests in writing to receive documentations of any facts on which the other party has relied during the grievance procedure, then a summary of those facts shall be timely provided.

Where the Employer deems it necessary to not reveal the identity of a customer who has made a complaint, the reasons for that shall be reduced to writing and a summary of the complaint will be provided. It shall be permissible to arrange to provide the

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employment status and employer of the charging witness and identity of the witness to the arbitrator and business agent only and not the grievant, where the employer has concerns about customer or witness security.

If the Union business agent in the processing of a grievance, requests information from the grievant's personnel file, such information shall be made available to the Union. A large copying request of a central personnel file (i.e., over ten pages) may be subject to the payment of a copy fee. Requests for copies of medical information shall require the approval of the employee.

Section 3. Grievance Procedure.

The procedure for handling grievances indicated below. Any time frame mentioned below may be mutually adjusted by written agreement. However, grievances protesting suspension or discharge, which must also be filed within ten (10) days of such event, may be filed at Step 2. The meeting over such a grievance shall be held within ten days of the filing of the written grievance or some other mutually agreeable time. The failure to hold the Step 2 meeting within ten days of its filing shall authorize the Union to file for arbitration.

Step 1. Grievances must be submitted, in writing, to the Supervisor within ten (10) business days (i.e. M-F, excluding weekends and holidays) of the incident giving rise to the grievance. Grievance Forms should include the Article number under which the alleged violation occurred. Group Grievances shall be presented to the Vice President of Human Resources or his/her designee. The group grievance will be assigned to supervisor/manager who will respond at the Step 1 level. Within five (5) business days excluding weekends and

holidays) of receipt of said grievance, the Supervisor or designee **MUST** either resolve the matter with the Union or schedule the matter for a formal Resolution Meeting. **ANY RESOLUTION AT THIS STEP WILL INCLUDE THE STEWARD.**

Step 2. If the Supervisor elects to schedule the matter for a Resolution Meeting then within twenty (20) business days of the conclusion of the Resolution Meeting, the DMC shall communicate its decision to the Union in writing. Participants at the Resolution Meeting shall consist of the Grievant, Steward involved in the matter, Union President AND/or designee, Supervisor, HR Representative and other person(s) deemed necessary by the DMC.

Pre-Arbitration Step: The Union and the Employer agree that it is important to resolve contractual disputes in a timely and effective manner. The parties may meet and make a good faith effort to resolve any grievance(s) that has/have been processed to an arbitrator.

Step 3. Industrial Board of Arbitration Committee

If the grievance is not satisfactorily resolved in Step 2 above, it may be submitted to the Industrial Board at the request of the Union. A request to submit the grievance to arbitration must be made, in writing, to the Employer's Director of Labor Relations and/or designee not later than thirty (30) calendar days from the date of the answer in Step 2. If the union fails to request to advance to the Industrial Board within this time limit, the grievance shall be deemed settled on the basis of the answer in Step 2.

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(B) In the event of a refusal by either party to submit or appear at the Industrial Board hearing, the Industrial Board shall have jurisdiction to proceed ex parte and make an award. The decision of the Industrial Board shall be rendered without undue delay. All settlements made in the grievance procedure, including the decision of the Industrial Board shall be final and binding on all parties **(EXCEPT AS OTHERWISE INDICATED IN THIS ARTICLE)**, including the employees involved for grievances.

(C) The cost of the Industrial Board to the Employer shall be annual dues in the amount of six hundred (\$600.00) dollars. The Employer shall also pay in advance at the Secretary's office, the sum of sixty (\$60.00) dollars for each grievance under this Agreement, which is placed on the docket of the Board. The Employer must send a signed copy of the current Agreement to the Secretary's office.

(D) The Industrial Board shall have the sole and exclusive power and jurisdiction to determine whether or not a particular grievance, dispute or complaint is attributable to the Board under the terms of this Agreement.

(E) With the exception of terminations and, any award by the Industrial Board against the employer with cost of ten thousand dollars (\$10,000) or less shall be final and binding on the parties.

Step 4: Final Arbitration

The Employer only may appeal to final and binding arbitration any award of the Industrial Board with a cost to the Employer of over ten thousand (\$10,000), decisions involving group grievances/class actions or matters involving termination. The request to arbitrate must be within twelve (12) working days (as defined above) of the Industrial Board decision. In the event the arbitration is requested, an

arbitrator may be selected from a mutually agreed upon panel of arbitrators. The arbitration date will be scheduled with the arbitrator within forty-five (45) days of the request for arbitration. The arbitration shall be de novo in that the arbitrator shall not be subject to the prior award of the Industrial Board, but shall consider the case as newly brought before him/her.

- a. The arbitrator will issue a decision in writing within thirty (30) calendar days. The arbitrator can either uphold or deny the grievance or modify the relief sought consistent with the terms of the Agreement. All decisions will be final and binding. Decisions issued pursuant to this procedure shall have no precedence unless mutually agreed otherwise by the parties.
- b. Unless otherwise indicated, a grievance not appealed to the next step within the time limit specified above shall be considered settled on the basis of the last answer of the Employer representative. A grievance not answered within the time limits specified above **WILL** be automatically moved to the next Step.
- c. In the event the arbitration is requested as provided in Step 4, an arbitrator may be selected from a panel of arbitrators designated by mutual agreement, in writing, between the parties. A mutually agreed upon panel of arbitrators will be designated (see Letter of Understanding). These arbitrators shall be selected by a rotating system for each arbitration case. If either party postpones a hearing after notice to the proper arbitrator, that arbitrator shall retain assignment of that case until it is resolved. This shall not alter the rotation of the arbitrators.
A bench decision may be given if mutually agreed by both parties.

The parties agree to abide by and adhere to the rules and procedures of the American Arbitration Association as amended from time to time.

- d. The Union shall bear the burden of providing the claim except in cases of termination or discipline where the Employer will accept the responsibility of proving the claim.
- e. The decision of the arbitrator on all grievances submitted to him/her for arbitration shall be final and binding upon the Union, the Employer, and the employees, provided it is within the scope of the arbitrator's authority as defined below.
- f. The fees of arbitration shall be paid eighty percent (80%) by the Employer and twenty percent (20%) by the Union. Any cancellation fees charged by the arbitrator for adjournment of a hearing date or cancellation of a case prior to an arbitration hearing shall be borne by the party requesting such adjournment or cancellation, unless mutually requested.

Section 4. Authority of Arbitrator.

The arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance coming before him/her but shall not have the authority to amend or modify this Agreement, or any amendment thereof, or to establish new terms or conditions of employment. Further, the arbitrator shall have no power to establish or modify job classifications, to establish wage rates or scales, rates on new jobs, or to change any existing wage rate, work schedules, or assignments, unless specifically provided for in other sections of this Agreement.

The arbitrator shall have no power to substitute his/her discretion for either party's discretion in cases where either party is given sole discretion to act by this Agreement or by any supplement or

amendment thereof. The arbitrator shall have power only to rule on matters arising under and during the term of this Agreement. In the event the arbitrator decides he/she has no power to decide or recommendation on its merits. The arbitrator shall have no power to arbitrate any matters that occur after the Agreement expires.

The decision of the arbitrator shall be based on the evidence and arguments presented to him/her by the respective parties in the presence of each other and he/she may rule on only a single grievance unless the parties mutually agree otherwise in writing.

In the event the employee is reinstated, back pay, if any, shall be determined in accordance with the provisions of this Agreement as part of the settlement or award. Back pay shall not exceed the difference between what the employee would have earned and the amount actually received by the employee during the same period in the way of earnings and any other compensation.

Section 5. Procedure for Steward Release from Work

The procedure for release from work for purposes of this article shall be the same as contained in Article V, Section 6, Stewards.

ARTICLE VII **HOURS OF WORK**

Section 1. (A) Normal Work Schedule.

Recognizing that the provisions of health care services may require regular work on seven days per week, the regular work schedule for a full-time employee shall consist of eighty (80) hours per 2-week period and eight (8) hours per workday. The Employer reserves the right to change the regular work schedule to forty (40) hours, per week. This schedule may be Monday through Friday or various alternate seven day operations schedules with four (4) days off, within the two-week period, for full time employees.

If insufficient part time employees are available and there are insufficient volunteers to work various schedules, then employees will be drafted for such work in reverse seniority order.

Each department/location will post a minimum two (2) week work schedule, at least seven (7) calendar days prior to the beginning of the schedule. The work schedule will specify scheduled work day, shift, and scheduled days off. After the work schedules have been posted, no changes will be made without mutual agreement between the employee and the department/location, except for the following reasons: in emergency situations or to staff for increases in workload and/or to compensate for absenteeism or tardiness.

(B) Scheduling Vacations:

Vacation requests shall be made by October 31st of each year for time off in the following year and will be assigned based on seniority. Employees shall be notified of their vacation request approval by November 30th. Employees submitting their vacation requests after October 31st will be approved on a “first come” basis.

Section 2. Pay Period.

All employees covered by this Agreement shall be paid bi-weekly. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made.

In the event payday is on a holiday observed on the day designated for observation by the state government, employees shall be paid on the day before.

Section 3. Paid for Time.

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Time shall be computed from the time that the employee reports for work and to his/her assignment, as scheduled, and until the time he is effectively released from duty. Meal periods, however, shall not be included.

Section 4. Overtime.

The company will post one listings for scheduling overtime: scheduled day off (SDO) and requests for daily overtime.

The following scheduling and eligibility principles shall apply.

- a) Employees will sign-up to be considered for additional work.
- b) Schedules will be made based on management determination of the most expeditious and cost-effective way to schedule overtime and its assessment of the employee's ability to perform the assignment.
- c) Management will schedule overtime among those qualified to perform the work (i.e., assignment) by rotating it in an equitable fashion across pay periods by seniority. Employees will be assigned by most seniority, scheduled day off (SDO) first; if no employees take the overtime, then the remainder of the shifts will be canvassed for volunteers.
- e) Once scheduled, employee will be responsible for working their scheduled time.
- f) Employees may be required to work overtime when there are no volunteers available. Selection, when there are insufficient qualified volunteers, will be based on drafting the least senior

employees still working first and then the least senior to be called in. When contacting the least senior to be called in, only one call need be made.

Section 5. Shift. Hours worked for a shift shall be consecutive, unless mutually agreed otherwise.

Section 6. Supervisory employees shall direct the work force and shall not perform work that is ordinarily performed by the employees covered by this Agreement, except in cases of emergencies, unscheduled absences, or for purposes of instructions or training.

Section 7. All employees who work an eight (8) hour shift shall be entitled to two (2) 15 minute breaks during their eight (8) hour shift and a half hour unpaid lunch. Those breaks are to be taken in a place which least disrupts the employer's operations and efficiency. Employees who work less than an eight (8) hour shift shall be entitled to one fifteen (15) minute break during their shift provided they work for (4) hours or more.

Section 8. The company agrees that there shall be no "split shifts" within an 80 hour work period unless mutually agreed upon. Split-shift is defined as employees working days on Monday, afternoons on Tuesday and midnights on Wednesday all within the same 80 hour work week.

Section 9. An employee who has been notified or allowed to report to work and reports to work as scheduled and then is sent home before completing the amount of hours for which he/she has been scheduled to work shall be paid a minimum of four (4) hours pay or for the number of hours actually worked, whichever is greater, provided he/she does not leave sooner of his/her choice. The Employer may assign the employee to any work available to meet the four (4) hours minimum.

Section 10. Shift Premium.

- a. Employees working the afternoon or night shift shall receive a shift premium of 7.5% per hour and employees working the midnight shift shall receive a shift premium of 8.5% per hour in addition to the base hourly rate. This shift premium shall not be included in the computation of fringe benefits, with the exception of overtime.
- b. A shift premium will be paid to employees who worked a regularly scheduled shift which includes four (4) or more hours worked between the hours of 3:00 p.m. and 7:00 a.m.

ARTICLE VIII
SENIORITY

Seniority shall prevail for all choices unless otherwise provided in the contract.

Section 1. Seniority.

Seniority is defined as an employee's most recent Employer hire date within the bargaining unit. When employees have identical hire dates, the highest seniority will be assigned to the employee with the highest last four digits of his/her social security number.

Section 2. Probationary Period.

All full-time and part-time employees shall serve an employment probationary period of ninety (90) calendar days during which time they shall be deemed probationary employees. The Employer, in its sole discretion, shall have the right to dismiss and to terminate the employment of an employment probationary employee at any time during his/her probationary period for any reason, with or

without cause, and a probationary employee who is dismissed, or whose service is terminated by the Employer, shall not have any recourse against the Employer or recourse to the Grievance Procedure. The Employer will not discharge or discriminate against an employee solely for his/her union activities.

When an employee changes job classifications, they shall serve a thirty (30) day position trial period. If the employee does not successfully complete the position trial period, they shall be returned to their former job classification. All provisions of this section will be honored provided not prohibited by law.

Section 3. Fringe Benefits Eligibility:

Employment probationary employees shall be eligible for benefits during their employment probationary period under the same conditions as non-bargaining unit employees of the Employer. After an employee has served his/her probationary period of employment, and has become a full-time employee or a regular part-time employee, seniority shall be related back to his/her date of hire.

Section 4. Loss of Seniority

- a. Seniority shall be terminated and employment shall cease for any of the following:
 1. If the employee quits.
 2. If the employee is discharged for cause and is not reinstated through the grievance procedure or settlement.
 3. If the employee is absent from work for two (2) consecutive working days without advising the Employer and giving reason satisfactory to the Employer for such absence, or is

absent without excuse acceptable to the Employer on two (2) non-consecutive no call no/show work days within a calendar year period.

4. If an employee fails to return to work within three (3) working days after issuance of the Employer notice of recall by registered mail to the last known address of such employee as shown in the Employer's records.
5. If the employee overstays a leave of absence.
6. If the employee gives false reasons for obtaining a leave of absence.
7. If the employee engages in other employment during a leave of absence or while on sick absence without prior approval of the DMC.
8. If a settlement with an employee has been made for total disability.
9. If the employee is retired.
10. If the employee is on involuntary layoff for a continuous period of one (1) year.

11. If the employee is permanently laid off because of a permanent curtailment or elimination of his/her department or job, for a continuous period of one (1) year or length of seniority, whichever is less.
 - b. An employee who transfers from the bargaining unit shall retain his/her seniority for a period of thirty (30) calendar days from date of transfer.

Section 5. Transfer from Bargaining Unit.

An employee promoted from bargaining unit to a non-bargaining unit position shall retain his/her seniority for a period of thirty (30) days only. An employee may return to a bargaining unit job during the above mentioned thirty (30) day period to which his/her seniority entitles his/her and within his/her former job classification and within his/her department, if a position is available. However, if an employee is discharged, he/she shall lose his/her seniority and shall not be eligible to return to the bargaining unit. Employees moving from the bargaining unit will pay dues, but have no rights to the grievance procedure.

ARTICLE IX LAYOFFS

Section 1.

(A) In reducing the working force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off, provided, that qualifications and seniority shall be considered to be the determining factors. The determination shall be made by the Employer. Return to work will be by seniority and benefit status provided the employee is qualified.

(B) In the event of a lay-off an employee so laid off shall be given three (3) days' notice of recall sent to his last known address by wire or registered mail. The employee must respond to such notice within three (3) days after receipt thereof, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement.

C) A list of full time and part time employees arranged in the order of their seniority shall be given to the Chief Steward and the Union.

(D) Any controversy over the seniority standing of any employee(s) on the seniority list shall be submitted to the grievance procedure.

(E) The Employer shall determine the mix of full-time and part-time employees.

ARTICLE X JOB VACANCIES

Section 1.

(A) When a position becomes open in any classification, it will be posted in the department and location for five (5) days giving the classification, location and the shift. Senior employees shall be given first consideration when qualified. Job vacancies in Outreach locations will be awarded first to the senior person at the location where the position is open, then the Outreach Department; if still not filled, the opening will be awarded to the most senior Lab Assistant from any department before going external, outside the system. The Union will be given notification of openings.

(B) If employee does not bid on a position within the department, the position will be posted system-wide on the web before offered to a new employee outside the system.

(C) Those employees wishing to bid on the job vacancy posted in the department may do so during the posting period by completing an internal bid form. The employee who is awarded the bid will be assigned to the department and location of the job vacancy.

(D) The Employer will provide the employee(s) denied the job a written explanation of the reasons for such denial, if the most senior employee is not accepted, subject to the grievance procedure.

(E) When the company needs additional employees, it shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Company shall not be required to hire those referred by the Local Union.

(F) An employee is eligible to bid on a position when the employee has been in his/her current position for at least twelve (12) months, except in cases involving a benefit status change, and the employee is not on final warning. The employee must be active (not on a leave of absence) by the required start date. For the Outreach Department only, prior to hiring an external candidate, qualified employees who have been in their current location or with the DMC University Laboratories less than twelve (12) months will have an opportunity to bid on any job vacancies within the outreach department only as long as they have successfully passed their probationary period. The mandatory twelve (12) month requirement will be waived in these circumstances. Vacancy will be awarded to the qualified, most senior employee.

(G) When an employee changes departments, she/he shall serve a thirty (30) day position trial period. If the employee does not successfully complete the position trial period, the employee shall be returned to his/her former position, if available. If the employee's former position is not available, the 12-month bidding requirement referenced in subsection (F) will be waived, and the employee will be permitted to bid on any open positions. An employee shall also have the right to make the decision to return to their former position provided such decision is made within fifteen

(15) days from beginning work in the new position. If an employee elects to return to their previous position they will remain with the twelve (12) month bidding restriction. Employees who have been awarded a position will be moved to the new position within one month as long as the efficiency of the operation is not jeopardized by the move. In situations that the efficiency of the operation would be jeopardized the parties may meet to discuss methods to alleviate the issue so that the employee can be released to their new position.

(H) University Lab employees assigned to core specimen processing who have been in their positions for at least nine (9) months, can request to bid on a position within University Labs before the 12 month bidding restriction is lifted. Management may approve the request based upon but not limited to the following criteria; the employee should have at least nine months (9) in the position has not been issued any discipline has good work performance, and the efficiency of the operation shall not be placed in serious jeopardy.

ARTICLE XI UNION LEAVE

Section 1. Union Leave

The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention, provided fourteen (14) days written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that it may designate no more than one (1) employee.

ARTICLE XII

DISCIPLINE, DISCHARGE OR SUSPENSION

The Company shall not discharge nor suspend any employee without just cause and shall provide progressive discipline under the provisions of the DMC Progressive Discipline policy (1 HR 506) and the Attendance Policy (1HR503). Discharge must be by proper written notice to the employee, Union Steward and the Local Union. The Employer will give an employee who is reprimanded or disciplined a copy of such action within ten (10) scheduled work days of the determination that an infraction warranting discipline has occurred and will furnish a copy to the appropriate Steward and/or Union Representative. Time-off resulting from the suspension does not have to occur at the time the discipline is assessed and issued.

Poor Work Performance/errors that are reported after six (6) months from the date of infraction that was unknown to the employee, and management, no formal discipline will be issued, but a coaching and a review of the incident maybe conducted with the employee to stress the importance of error free work. The DMC reserves the right to discipline an employee for intended poor work performance or fraudulent actions that has resulted in a risk to the safety of a patient.

ARTICLE XIV

OTHER BENEFITS

Section 1. Tax Sheltered Annuity.

Bargaining unit employees will participate in the Vanguard 401(k) Retirement Savings Plan as other hourly non-bargaining unit employees.

Section 2. Jury Duty.

- a. Any regular full-time or part-time employee who is called to and reports for jury duty shall be paid by the Employer for each day or portion thereof spent performing jury duty if the employee otherwise would have been scheduled to work for the Employer and does not work, an amount equal to the difference between:

- 1) The employee's regular straight-time hourly rate (exclusive of any premium) (up to eight (8) hours) provided, that he/she otherwise would have been scheduled to work those hours, and
- 2) The daily jury duty fee paid by the court (not including travel allowance or reimburse of expense).

The Employer's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of thirty (30) days in any calendar year, unless the employee is serving on a jury at the end of thirty (30) days, in which case the jury pay shall continue until that jury has been discharged by the court. Scheduled days off will not be charged or paid by the Employer.

ARTICLE XIII

COMBINED TIME OFF

Bargaining unit employees will participate in DMC combined time off program under provision of the DMC Paid Time Off policies.

b. In order to receive payment under this Article, an employee must give the Employer prior notice that he/she has been summoned for jury duty, and must furnish satisfactory evidence that jury duty was performed on the days for which he/she claims such payment.

ARTICLE XV FLEXIBLE BENEFITS

Bargaining unit members will participate in the Employer's Flexible Benefits Program as other non-bargaining unit employees.

ARTICLE XVI ADDITIONAL BENEFITS

Section 1. Substance Rehabilitation.

The Employer will offer referral to the Employee Assistance Program which will recommend a substance rehabilitation program to an employee who is found to be in violation of the Employer's Drug Testing policy procedure, as long as the employee is not also found to have damaged any property, caused injury or safety concerns for any patient, visitor, customer or employee and also not found to have committed any other major infraction.

Section 2. Exposure to Communicable Disease.

If any employee of the DMC is exposed to a communicable disease at the DMC's facilities, they shall have the right to be examined and immunized by the Employee's Health Clinic of the DMC without cost.

ARTICLE XVII JURISDICTIONAL DISPUTES

In the event any jurisdictional dispute arises between the various Employer bargaining units regarding work performed by Local 283 represented bargaining unit employees, the Employer shall be so notified in writing. Within thirty (30) days, the local Union shall meet in an attempt to resolve the dispute and shall notify the Employer in writing of the recommended resolution within seven (7) days of the meeting. Should the local Union fail to reach a resolution or should the Employer disagree with the resolution reached, the matter shall be forwarded to the National Labor Relations Board for a decision. In any event, the Employer shall not be precluded from seeking appropriate legal, equitable, or other relief against work stoppages or picketing in furtherance of such dispute, which actions, as well as threats thereof, are prohibited by this Agreement.

ARTICLE XVIII NO STRIKE - NO LOCKOUT

Section 1. Prohibited Activity.

During the term of this Agreement, the Union will not cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, slowdown, sympathy strike, or other interruption of the normal work of the employees; nor will the Union cause or permit its members to cause picketing or patrolling of the premises in or around the DMC. Should the employees engage in any work stoppage or other interruption of work, the DMC shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage, until the stoppage or interruption has ceased.

Section 2. DMC's Right to Discipline

The Employer shall have the right to discipline up to and including discharge, any employee who instigates, participates in or gives leadership to any strike, work stoppage or interruption in the normal work duties of the employees. If the Employer disciplines against those who violate the prohibitions in the immediately preceding sentence is challenged through the grievance procedure and the same proceeds to arbitration, the arbitrator shall have the power to review the reasonableness of the penalties imposed under this Section. However, he/she may order back pay only upon the finding of innocence.

Section 3. Employer Agrees Not to Lockout.

The Employer will not lockout any employee during the term of this Agreement.

ARTICLE XIX
PICKET LINE

The Employer recognizes the right of bargaining unit employees to refuse to cross lawful primary picket lines when there is a reasonable risk of potential harm to the employee or risk of damage to Employer property. A bargaining unit employee will immediately notify the Employer's designated agent when such risk of harm exists.

ARTICLE XX
SEVERABILITY

Section 1. Severance Scope.

In the event that any provision or provisions of this Agreement shall become illegal as a result of legislation or the decision of a

Court of competent jurisdiction, said provision or provisions shall be severed from the Agreement and become null and void; the illegality of said provision or provisions shall not affect the remainder of this Agreement which shall remain in full force and effect.

Section 2. Severance Resolution.

Any language in this Agreement notwithstanding, it is further agreed that the parties hereto shall meet and negotiate to resolve any problem created by the illegality, referred to in Section 1 and to take the appropriate action to resolve same.

ARTICLE XXI
NON-DISCRIMINATION

There shall be no discrimination against any individual under any circumstances because of race, creed, color, sex, handicap, disability, veteran's status, age, height, weight, religion, political beliefs, union activity, marital status, national origin, or sexual preference.

ARTICLE XXII
SUBCONTRACTING

The Employer and the Union agree that it may become necessary to subcontract work on a temporary full-time or part-time basis. The determination that such action is necessary shall rest in the independent judgment and complete discretion of the Employer. However, it is recognized that it is not the intent of the Employer to use subcontracting for the purpose of eroding the bargaining unit.

Definition. The term "contingent employee or subcontract work" shall mean any individual or individuals whose assignment is

Limited in duration to not more than four (4) consecutive months in the same assignment and is established for:

- (a) a specific project;
- (b) augmenting the regular work force of employees and/or equipment to meet the requirements of the Employer that may be occasioned by increased workloads or other conditions that may create staffing and/or equipment shortages.

ARTICLE XXIII

SAFETY

The Employer shall abide by applicable State and Federal laws and regulation on workplace safety.

ARTICLE XXIV
TERMINATION OF AGREEMENT

The term of this Agreement shall become operative on the date of January 1, 2012, and shall continue in operation through December 31, 2014, and shall be automatically renewed from year to year thereafter, unless either party hereto gives notice in writing not less than ninety (90) days prior to December 31, 2014, or each year thereafter to the Employer or to the Union as the case may be, of its intention to modify or terminate this Agreement.

In the event that one of the parties gives the ninety (90) day notice to modify or amend, as set forth above, either party may give subsequent notice of termination on or after, December 31, 2014 or the subsequent anniversary date, as the case may be, by giving the other party a ten (10) day notice in writing.

IN WITNESS WHEREOF, the parties have executed this
Agreement the date and year as indicated below.

<u>John W. Berry</u>	<u>Steven J. Hitess, President</u>
<u>Halim W. Berry, Director</u>	<u>Labor and Employee Relations</u>
<u>Vernell Tolbert</u>	<u>Human Relations</u>
<u>Carolyn Braxton, Director</u>	<u>Human Resources</u>
<u>Marta Brown, Director</u>	<u>Human Resources</u>
<u>Molly Orwick, Director</u>	<u>Human Resources</u>
<u>Archie Griggs, Manager</u>	<u>Human Resources</u>
<u>James Buckley, Human Resources</u>	<u>Human Resources</u>

Date: _____ Date: _____

SCHEDULE A
WAGES

GENERAL INCREASE

For 2012, effective upon ratification employees will receive a 1% increase to their current base rate of pay.

For 2013 and 2014, effective January 1 of each year, employee's rate of pay will be in accordance to the experience chart below. Experience will be rounded up to the next year.

Years of Experience	Hourly Rate of Pay
1	\$12.61
2	\$12.78
3	\$12.95
4	\$13.12
5	\$13.29
6	\$13.46
7	\$13.63
8	\$13.80
9	\$13.97
10	\$14.34
11	\$14.51
12	\$14.68
13	\$14.85
14	\$15.02
15	\$15.19
16	\$15.36

The Start rate for employees with less than one year of experience will be \$12.40

For the duration of this Agreement, employee's rate of pay will move up on January 1st of the subsequent years to the next tier

- Employee whose base rate of pay is equal to the top tier of the wage chart, will be red circled and receive a lump sum bonus in lieu of a pay increase based on \$0.25 per hour.

Sr. Lab Assistants rate of pay for 2013 will be \$15.70; For 2014 the rate of pay will be \$16.00

An employee's current base rate of pay is the rate of pay an employee currently earns exclusive of the attendance incentive bonus, which is added to the base rate of eligible employees.

Bargaining unit employees will participate in the Vanguard 401(k) Retirement Savings Plan as other hourly non-bargaining unit employees

A Laboratory Assistant that works in the Outreach Department as a floater will be compensated an additional floater incentive rate of \$1.25 per hour for actual hours worked. In addition, he/she will be provided a company cell phone for DMC business use only.

New hires with prior relevant phlebotomy experience may be given years of experience credit for purposes of determining the employee's starting wage. The experience credit/starting rate will be in accordance to the wage level of current employees with the equivalent experience. In order to receive years of experience credit, prior laboratory assistant experience must be objectively documented and confirmed and must comply with Laboratory Assistant job requirements as determined solely by management.

SCHEDULE A
WAGES

ATTENDANCE BONUS

Up to one percent (1%) Attendance Bonus payment, prorated by quarter, to employees added to base rate January 1 of the following year, as set forth in the DMC Attendance Bonus Plan.

- Full-time employees who are absent 24 hours or less each quarter.

- Part-time employees who are absent 16 hours or less each quarter.

SHIFT SELECTION

Annually in September, employees will be allowed the opportunity to request a shift change, within their department/location. Shift selection refers to changing to another shift (ex. from days to afternoons or midnights, etc.). Employees having the greatest seniority at their department/location will receive first priority for shift selection, and employees may only bid on shifts in departments and locations to which she/he is already assigned. Employees changing shifts must be qualified to perform the job duties on the shifts they select, just as hen applying for vacant positions. Floaters and employees who work in departments/locations that only have one shift are ineligible for shift selection.

The purpose of the annual shift selection is to allow senior employees who may not have had the opportunity to bid on vacant positions in their departments/locations to change shifts.

SCHEDULE A
WAGES

TEAMSTERS LOCAL 283

THE DETROIT MEDICAL
CENTER CORPORATION
John W. Berry
John W. Berry, Director
Labor and Employee Relations

Verdell Tolbert
Verdell Tolbert, Vice President
Carolyn Brinson
Carolyn Brinson, Director

Marilyn Brown
Marilyn Brown, Director
Molly O'Clock
Molly O'Clock, Director

James Buckley
James Buckley, Director
Arvelia Gregg
Arvelia Gregg, Manager

James Buckley
James Buckley, Human Resources
Carolyn Brinson
Carolyn Brinson, Director

Date: _____ Date: _____

IBT Local 283 - DMC University Laboratories
Laboratory Assistants & Sr. Laboratory Assistants
Contract January 1, 2012 thru December 31, 2014

LETTER OF UNDERSTANDING #1
ARBITRATION PANEL

1. Arbitrator panel:
 - a. The order of arbitration usage will be rotational, in alphabetical order. The following arbitrators will be utilized for resolving contractual disputes at step 4 of the grievance procedure:
 - Linda Bernard
 - Mark Glazer
 - Barry Goldman
 - Robert Proctor
 - Theodore J. St. Antoine*
 - b. The order of arbitrator use may only change when/if a replacement arbitrator is designated.
 - c. Following contact by the moving party, an arbitrator must commit to an assignment within ten (10) calendar days of notification. If an acceptance is not received, the next arbitrator in order will be assigned to the case. This process will be followed until an acceptance is received.
 - d. An arbitrator who accepts an assignment must be able to schedule the hearing within 45 calendar days of acceptance, unless a different time period is agreed upon by the Union and the Employer. If an arbitrator is not able to schedule a hearing within the prescribed time limits, and no additional time period is agreed upon by the Union and the Employer, then the next arbitrator in the rotation will be contacted.
2. Order Of Use:
 - a. The initial order of use of arbitrators will be in alphabetical order as noted herein.
 - b. The order of arbitrators may only change when/if a replacement arbitrator is designated.
 3. Continuity:
 - a. No arbitrator will be removed from an assigned case unless such removal is the result of physical or mental incapacitation.
 - b. If an arbitrator is removed from an assigned case due to physical or mental incapacitation or declines a case, then the arbitrator who is next in the order of usage will be assigned.
 4. General:
 - a. Except as noted herein, all provisions pertaining to arbitration and arbitrators set forth in Article VI of the agreement, shall apply.
 - b. Except as noted herein, there will be adherence to the rules and procedures of the American Arbitration Association.
 - c. Either party may terminate their selected arbitrator upon written notice to the other party (once per party per contract). However, as referenced in paragraph 3(a) an assigned arbitrator shall not be removed absent a physical or mental incapacity. If an assigned arbitrator is removed for incapacity, the parties shall then mutually agree upon a replacement arbitrator. If the parties cannot agree upon a replacement, then the number of arbitrators on the panel shall be reduced by the number terminated.

LETTER OF UNDERSTANDING #2
EMPLOYEE SEPARATION

Bargaining unit employees who have been laid off and decide to give up their recall rights shall be eligible for benefits under the terms of 1 HR 207. Receipt of benefits under this policy automatically terminates all recall rights of the employee under the collective bargaining agreement. In addition, receipt of benefits under the policy waives the union and employee's rights to legal or quasi-legal recourse.

LETTER OF UNDERSTANDING #3
SCHEDULING

The Union and Management agree that stewards will review departmental schedules prior to schedules being posted to ensure conformance with the Collective Bargaining Agreement.

LETTER OF UNDERSTANDING #4
ATTENDANCE POLICY ISSUES

The DMC and the Teamsters Local 283, Lab Assistants (hereinafter "Union") agree to the following regarding attendance issues addressed herein:

Excused Unscheduled Absences

Fit for Duty Examination

If an employee determines that she/he has an incapacity which prevents the employee from performing her/his assigned duties, the employee may request her/his supervisor, or the supervisor may make the decision to send the employee to Occupational Health Services for a Fit for Duty determination or send them home at their discretion . The Supervisor shall approve the appropriate documentation that permits the employee to be seen by OHS for a fitness for duty examination. If the employee is determined to be fit for duty, she/he must return to work their scheduled hours immediately after leaving OHS and their time spent at Occupational Health Services for a fitness for duty evaluation shall be deemed an excused unscheduled absence. If OHS determines the employee is not fit for duty, then that entire work day shall be deemed an excused unscheduled absence. If a supervisor allows the employee to stay at home and request documentation from their personal physician, the documentation can be validated if necessary by OHS to excuse the absence. Employees shall be subject to discipline for abuse of their election to go to Occupational Health Services for a Fit for Duty determination.

If an employee who has received the Influenza Tdap vaccination has a reaction to the vaccination, and confirmed by OHS, or their personal physician, the employee time away from work resulting from the reaction shall be excused and compensated. Generally reactions should occur within 48 hours

LETTER OF UNDERSTANDING # 5

ATTENDANCE & PROGRESSIVE DISCIPLINE POLICIES

The parties agree that the Attendance and Progressive Discipline policies that are in effect on March 20, 2009, shall be applicable, without modification, to the Union members until the expiration of this Collective Bargaining Agreement.

Policy changes required by law shall be applicable to the Union.

The DMC will request the union to adopt any revisions to the policies during the term of this Agreement.

LETTER OF UNDERSTANDING # 6

For the outreach department only there are situations, within University Laboratories, when Lab Assistants are asked to be removed from the Physician's office where they are assigned or the Physician's office business needs change or possibly closes. When these situations occur, below is the process on how to handle.

Request for LA to be removed:

- Discussion will be held with the affected employee(s) and their Union Steward; depending on the reason for removal, discipline could result
- Employee(s) will be placed in a temporary assignment, if needed
- Employee(s) will have the opportunity to bid on an open position throughout the DMCUL
- If there are no open positions throughout the DMCUL, affected employee(s) will bump the most recent hire (lowest seniority) w/in the same benefit status throughout the DMCUL;
- Qualifications and seniority shall be considered to be the determining factors

Office Closes or Business Declines:

- Discussion will be held with the affected employee(s) and their Union Steward
- Employee(s) must maintain their same benefit status (i.e. Full Time or Part Time); unless they elect to have a benefit status change for a desired position
- When business declines, multiple position sites will be determined by overall Union Seniority when there is an elimination of a position(s); Physician's request will be discussed further w/ the Union
- Displaced employee(s) will be given the option to either bid on an open position throughout the DMCUL, or bump the lowest seniority w/in the same benefit status, on the same shift;

qualifications and seniority shall be considered to be the determining factors

- Employees who elect to bump the lowest seniority on the same shift will be required to stay at that location for six (6) months before being eligible to bid on other positions within the Outreach Department.
- In Situations in which there is no employee with lesser seniority section IX of the CBA shall apply.

If, and when, a unique situation presents itself, all parties will meet to discuss for further resolution.

LETTER OF UNDERSTANDING#7

During the course of negotiations the union raised many work related issues in which a request to discuss and attempt to resolve without using the grievance procedure was made. In the spirit of maintaining good labor management relations, the parties agree that upon the ratification of this Agreement, a Labor Management Council will be created to address issues such as this that arise, as well as communicate about the state of the business. Members of the Council should be the Local President and two DMCUL union officials V.P. of University Labs, the V.P. of HR Operations (or their designee), and a director from University Labs. This council shall meet once per quarter and be agenda driven with agreed upon issues by the union and management.